v. *Smith* (1903) 191 U. S. 310, 24 Sup. Ct. 88; *People* v. *Sacramento Drainage Dist.* (1909) 155 Cal. 373, 103 Pac. 207. And if the tax can be collected only by law suit, no other hearing need be given. See *Vanceburg etc. Co.* v. *Maysville etc. Ry.* (Ky. 1901) 63 S. W. 749. Nor is a right of appeal from the decision of a trial court essential. *People* v. *Cohen* (1905) 219 Ill. 200, 76 N. E. 388. Moreover, where adequate provision is made for a hearing by ordinances authorized by general law, a statute is not invalid though it does not specifically provide for such hearing. *Ford* v. *Town of North Des Moines* (1890) 80 Iowa 626, 636, 45 N. W. 1031; see *Tripp* v. *City of Yankton* (1898) 10 S. D. 516, 74 N. W. 447. But in the instant case, since the statute guaranteed no hearing whatsoever to the taxpayer if the arbitrators disagreed, it was unconstitutional; and if it had been constitutional, since no hearing was given in fact, the plaintiff was denied due process of law. Either of these grounds is sufficient to sustain the result reached.

CRIMINAL LAW—BIGAMY—VOIDABLE MARRIAGE.—In a prosecution for bigamy the defendant claimed that the first marriage alleged was void because a former wife was living at the time it was contracted. The defendant admitted that his former wife had absented herself for more than five years prior to the first alleged marriage, and that he did not then know she was alive. N. Y. Cons. Laws (1909) c. 14, art. 2, § 7, provides that "a marriage is void from the time its nullity is declared by a court . . . if either party thereto . . . has a husband or wife by a former marriage living, and such . . . has absented himself or herself for five successive years then last past without being known to such party to be living during that time." *Held,* the jury was justified in declaring the first marriage alleged in the indictment voidable within the statute, and that, being voidable, such marriage would support a conviction for bigamy. *People* v. *Dunbar* (App. Div. 4th Dept. 1920) 184 N. Y. Supp. 465.

Where a marriage is void because a first husband or wife is living, this void marriage cannot support a prosecution for bigamy upon a subsequent marriage. *People* v. *Corbett* (1900) 49 App. Div. 514, 63 N. Y. Supp. 460; see *People* v. *Crawford* (1891) 62 Hun 160, 163, 16 N. Y. Supp. 575, aff'd 133 N. Y. 535, 30 N. E. 1148. Under the New York statute, if there was not an honest and reasonable belief that the first spouse was dead, the second marriage is void. *Gall* v. *Gall* (1889) 114 N. Y. 109, 21 N. E. 106; see *Circus* v. *Independent Order Ahawas* (1900) 55 App. Div. 534, 536, 67 N. Y. Supp. 342. But a second marriage contracted in good faith is binding until annulled by judicial decree. *Griffin* v. *Banks* (N. Y. 1862) 24 How. Pr. 213; see *Price* v. *Price* (1891) 124 N. Y. 589, 598, 27 N. E. 383; *Stokes* v. *Stokes* (1910) 198 N. Y. 301, 305, 91 N. E. 793. Until a second marriage is so annulled, the original marriage is held in abeyance. See *Griffin* v. *Banks, supra,* 215; *Gall* v. *Gall, supra,* 120; *Stokes* v. *Stokes, supra,* 305. Otherwise the law would be sanctioning polygamy. Consequently, in the instant case, the husband could not have justified renewed cohabitation with his first wife by setting up his original marriage. That a voidable marriage, not set aside by the proper proceedings, will support a prosecution for bigamy is well recognized. *Barber* v. *People* (1903) 203 Ill. 543, 68 N. E. 93; *State* v. *Yoder* (1911) 113 Minn. 503, 130 N. W. 10.

HUSBAND AND WIFE—SEPARATION AGREEMENT NO BAR TO AN ACTION FOR ALIENATION OF AFFECTIONS.—The plaintiff and her husband at the time of this action were living apart under a separation agreement whereby she had received a lump sum in lieu of her claims against her husband. *Held,* the subsequent separation is no bar to an action by the wife for the alienation of the husband's affections. *Annarina* v. *Boland* (Md. 1920) 111 Atl. 84.

The weight of authority is that at common law the wife had no right of action for the alienation of her husband's affections, and consequently that a statute which merely allows her to sue in her own name gives her no right to such an action. *Hodge* v. *Wetzler* (1903) 69 N. J. L. 490, 55 Atl. 49; *Crocker* v. *Crocker* (1899) 98 Fed. 702. But some courts have taken the view that such a right existed in abeyance and that it was merely the fact that she could not sue in her own name that prevented a recovery. *Bennett* v. *Bennett* (1889) 116 N. Y. 584, 23 N. E. 17. The subsequent separation agreement is no bar to the action. *Betser* v. *Betser* (1900) 87 Ill. App. 399. Nor is a subsequent divorce a defence. *De Ford* v. *Johnson* (1913) 251 Mo. 244, 158 S. W. 29. In New York a contrary result was reached where a wife voluntarily left her husband and later received a separation. *Buckel* v. *Suss* (1892) 18 N. Y. Supp. 719. But this case was later discredited. *Hendrick* v. *Biggar* (1910) 122 N. Y. Supp. 162, 167. However, if the wife accepts a lump sum in lieu of support under a separation agreement, she cannot recover for loss of support in an action for alienation of affections. *Metcalf* v. *Tiffany* (1895) 106 Mich. 504, 64 N. W. 479.

INNKEEPERS—WHO IS A GUEST—RATIFICATION.—The plaintiff presented himself at the defendant's inn and requested a room. The defendant's clerk informed him that none was available but that if he returned later he could possibly be accommodated. Thereupon the plaintiff gave the clerk a sum of money for safe keeping. The clerk absconded and the plaintiff demanded the money from the defendant. The latter at first said that he would pay, but later refused upon learning that the plaintiff was not a guest upon the night in question. In an action to recover the money, *held,* inasmuch as the plaintiff was not a guest, the defendant's clerk had no authority to accept valuables from him and that the defendant was not liable. *Mulhauser* v. *Dwyer* (N. Y. Sup. Ct. 1920) 184 N. Y. Supp. 635.

The mere fact that one uses the facilities held out by an inn does not necessarily make him a guest thereof so as to make the innkeeper liable for a loss of his property. *Amey* v. *Winchester* (1895) 68 N. H. 447; *Manning* v. *Wells* (Tenn. 1849) 9 Humph. 746; *Strauss* v. *County, etc. Co.* (1883) L. R. 12 Q. B. D. 27. Merely leaving money at an inn by one who has no intention at that time of becoming a guest does not impose the innkeeper's liability on the host. *Arcade Hotel Co.* v. *Wyatt* (1886) 44 Oh. St. 32, 4 N. E. 398. An offer to buy something from the innkeeper, however, seems to be sufficient to make one a guest. See *Tulane Hotel Co.* v. *Holohan* (1903) 112 Tenn. 214, 216, 79 S. W. 113. Moreover, if an innkeeper receives goods from one who then intends and later does become a guest, he is liable for them from the moment they are received. *Eden* v. *Drey* (1897) 75 Ill. App. 102; *Coskery* v. *Nagle* (1889) 83 Ga. 696, 10 S. E. 491. It is difficult to see how the act of becoming a guest would create a liability in the innkeeper which did not exist prior thereto; and if it did not, then actually becoming a guest would seem to be unnecessary. The result, however, seems reasonably to reconcile the conflicting interests of the innkeeper and the intending guest. But in the instant case, since the plaintiff was expressly refused as a guest, his intent is immaterial. Moreover, the innkeeper did not ratify his clerk's unauthorized acts; for his promise to pay was made to the plaintiff under the misapprehension that the plaintiff was a guest and without knowledge that the clerk had exceeded his authority in accepting the plaintiff's money.

JUDGMENTS—DUE PROCESS—SERVICE ON AGENT.—The defendant, a resident of the State of New York, did business in Kentucky through an agent. A Kentucky statute provided that service upon such an agent should be deemed personal service upon the owner of the business. The plaintiff's assignor served the defendant's agent